

**DECLARATION
and
DESIGNATION OF CORRESPONDENCE ADDRESS**

As an inventor named below, I hereby declare that:

My residence, post office address and citizenship are stated below next to my name.

I believe I am the original, first and sole inventor (if only one inventor is named below) or an original, first and joint inventor (if plural inventors are named below) of the subject matter which is claimed and for which a patent is sought in the specification GP-301003 entitled

COMMERCIAL MORTGAGE CLOSING PROCESS

I have reviewed and understand the contents of the above-identified specification including the claims, as amended by any amendment referred to in this Declaration.

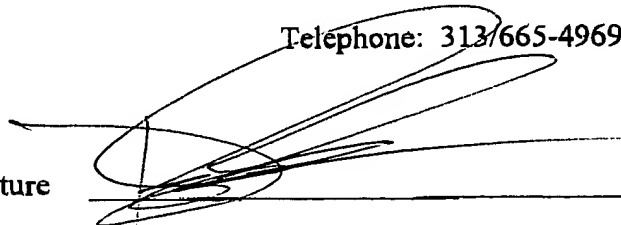
I acknowledge my duty to disclose to the Patent and Trademark Office all information known to me to be material to patentability as defined in title 37 Code of Federal Regulations, Section 1.56.

I further declare that all statements made above of my own knowledge are true, that all statements made above on information and belief are believed to be true, and that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under title 18 United States Code, Section 1001 and may jeopardize the validity of the application or any patent issuing thereon.

Address all communications to: **CHRISTOPHER DEVRIES**
General Motors Corporation
Legal Staff
Mail Code 482-C23-B21
P.O. Box 300
Detroit, MI 48265-3000

Telephone: 313/665-4969

Inventor's signature



Date 3-19-01

Full name : **DAVID E. CREAMER**
Residence : **HORSHAM, PA**
Post office address: **490 ANNA LYNN LANE**
HORSHAM, PA 19044

Citizenship: **US**

09816905.032601

Inventor's signature



Date

3/13/01

Full name :

MICHAEL H. GRECO

Citizenship: US

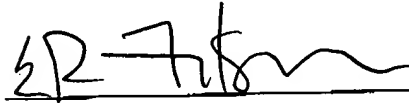
Residence :

DAVIDSON, NC

Post office address:

401 NORTH WEST DRIVE
DAVIDSON, NC 28036

Inventor's signature



Date

3/13/01

Full name :

EDWARD R. FINKENSTAEDT

Citizenship: US

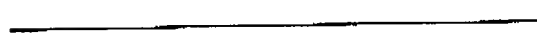
Residence :

WYNNEWOOD, PA

Post office address:

1275 MONTGOMERY AVENUE
WYNNEWOOD, PA 19096

Inventor's signature



Date

Full name :

JOHN BEAM

Citizenship: US

Residence :

NORCROSS, GA

Post office address:

4251 FRANK NEELY ROAD
NORCROSS, GA 30092

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Docket No. GP-301003

Inventors: DAVID E. CREAMER
MICHAEL H. GRECO
EDWARD R. FINKENSTAEDT
JOHN BEAM

Title: COMMERCIAL MORTGAGE CLOSING PROCESS

**POWER OF ATTORNEY AND
DESIGNATION OF CORRESPONDENCE ADDRESS**

As an agent of General Motors Corporation, General Motors of Canada Limited, General Motors Japan Ltd., General Motors Strasbourg S.A., and Saturn Corporation, one or more of whom is the assignee of this patent application, I hereby appoint the following attorney employed by General Motors Corporation to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:


CHRISTOPHER DEVRIES (Reg. No. 44654)

Address all communications to:

CHRISTOPHER DEVRIES
General Motors Corporation
Legal Staff
Mail Code 482-C23-B21
P.O. Box 300
Detroit, MI 48265-3000
Telephone: 313/665-4969

I am authorized to make the above appointment. The assignee's ownership of this patent application is established by the attached assignment documentation, the attached documentation is a true copy of the original documentation, and the original or a true copy of the attached documentation has been or is concurrently being submitted to the Patent and Trademark Office for recording.

By:



Name: George A. Grove – Agent

Date: March 23, 2001

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GMAC Commercial Mortgage Corporation
650 Dresher Road
PO Box 1015
Norsham, PA 19044-8015
Tel. 215-328-1895
Fax 215-328-1900

Linda F. [redacted]
Senior Vice President

April 13, 2000

John Beam, Jr.
4251 Frank Neely Rd
Norcross, GA 30092

Dear John,

GMAC Commercial Mortgage Corporation is pleased to make this offer of employment on behalf of MortgageRamp.com, Inc. ("MortgageRamp"). We would be delighted if you would join MortgageRamp effective May 1, 2000 and we look forward to working with you. MortgageRamp.com, Inc. is an affiliate of GMAC Commercial Mortgage Corporation. While it is a wholly-owned GMAC entity today, the possibility exists for some degree of non-GMAC ownership in the future. The purpose of this Offer Letter is to confirm the terms and conditions of your employment, your obligations with respect to protecting and preserving MortgageRamp confidential information, ownership of ideas, inventions, and discoveries during employment, and non-solicitation and non-competition provisions.

Compensation and Benefits

As a Senior Vice President, you will continue to be compensated at the rate of [redacted] annually. Performance reviews are normally conducted at least annually and salary adjustments are made annually each January, if warranted. Your first performance and salary review will be in January 2001. Thereafter, your performance and salary reviews will coincide with the normal January timeframe. You will be eligible to participate in the MortgageRamp bonus pool. This subjective bonus pool is contingent upon the annual profitability of MortgageRamp. Your position with MortgageRamp would qualify you for participation in the Mortgage Ramp equity package if one should become available. Should the Mortgage Ramp compensation program be expanded to include an equity component, your total compensation package, including base salary, will be reviewed, and adjustments will be made as deemed necessary.

You will receive the normal benefits offered to a GMAC Commercial Mortgage full-time employee, including medical, dental, and term life coverage, which will remain as they are currently. You will earn paid time off (PTO) as you have been earning such PTO with GMAC Commercial Mortgage, and any accrued time will transfer. Your service date will remain the same, and no time will be lost. If you are participating in the 401(k) Savings Incentive Plan, you will continue to do so. If you are not participating and would like to, please see me for additional information.

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Because your employment will be full-time, you may not engage in other paid activities without the prior consent of MortgageRamp's Chief Operating Officer. MortgageRamp is an employer that employs at-will; accordingly, MortgageRamp or you may terminate your employment at any time for any reason or no reason.

If you wish to accept this offer, please sign below and return one signed original version to me.

Wade

ACCEPTED AND AGREED:

Signature: 

Date: 4/13/00

Confidentiality.

"Trade Secret Information" includes, but is not limited to, the following:

- You agree to hold in confidence all Trade Secret Information disclosed to you or developed by you in connection with your employment by MortgageRamp, either in writing, verbally, or as a result of employment. You shall not, without permission of MortgageRamp, use Trade Secret Information that you are obligated hereunder to maintain in confidence for any reason other than to enable you to properly and completely perform during your employment.

You shall immediately notify MortgageRamp of any information that comes to your attention that does or might indicate that there has been any loss of confidentiality of such trade secrets or breach of such rights.

John Beam, Jr.
04/13/00
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You shall not reproduce, make copies of, or disclose the Trade Secret Information except as required in the performance of your employment with MortgageRamp. Upon termination of employment for any reason whatsoever, you shall promptly return all correspondence, drawings,

blue prints, manuals, letters, notes, notebooks, reports, flow-charts, programs, proposals, documents concerning MortgageRamp's customers/clients, documents concerning products or processes used by MortgageRamp, and all other documents, writings, and materials utilized by you, together with any copies or other reproductions thereof made by you or in your possession or control. You understand that all such records, whether developed by you or others, are and shall remain the property of MortgageRamp.

The confidentiality restrictions you are accepting are permanent and do not lapse or cease upon your leaving MortgageRamp.

Disclosure and Assignment of Rights - Inventions

You shall promptly disclose to an executive officer of MortgageRamp all inventions, discoveries and improvements that you may make, either solely or jointly with others, while in the employ of the Company and for a period of 6 months following the termination of your employment with MortgageRamp, which inventions, discoveries and improvements relate to products, systems, programs or other developments manufactured or developed or sold by MortgageRamp during the period of your employment with MortgageRamp, or the manufacture, development or sale of which was in contemplation by MortgageRamp during your employment with MortgageRamp, and you hereby agree to transfer, assign and convey to MortgageRamp your whole right, title and interest in and to the same, including your whole right, title and interest in any domestic and foreign patent rights therein and any renewals thereof. These inventions, discoveries, and improvements are considered "works-for-hire" and are the exclusive property of, and patentable or copyrightable only by, MortgageRamp. They are also subject to the confidentiality restrictions listed in the previous section and are hereby assigned in advance to MortgageRamp.

You further agree during the period of your employment with MortgageRamp and anytime thereafter, to execute any instruments, including without limitation applications for letters patent and assignment thereof, or to do any other acts that may be deemed necessary or desirable by MortgageRamp to effectuate the provisions of this agreement. All expenses of filing or prosecuting any patent applications shall be borne solely by MortgageRamp, but you shall cooperate in filing and/or prosecuting any such applications.

Non-Solicitation/Non-Competition

You shall not, during the employment and after the termination of employment for any reason whatsoever, directly or indirectly,

- a) solicit the trade or patronage of any of the customers/clients or prospective customers/clients of MortgageRamp, with respect to any of the services, products, trade secrets or other matters of MortgageRamp; and

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John Beam, Jr.
04/13/00
Page 5

- b) found, work for, consult with, or assist in any other way, whether in paid or unpaid capacity, any individual, partnership, company, employer, or other business entity that competes directly with MortgageRamp (e.g. e-commerce, debt, equity, listing service or commercial mortgage business portal).

These restrictions shall last for a period of one year following termination of employment.

You understand that you have no authority, either express or implied, to act or represent that you are acting on behalf of MortgageRamp, except in those instances in which MortgageRamp has given you prior consent that specifically covers your acts or representations.

Recognizing the unusual nature of computer-related businesses and trade secrets, you acknowledge MortgageRamp's right to immediate injunctive relief in case of any breach of this Offer Letter by you, in addition to any other remedy in damages.

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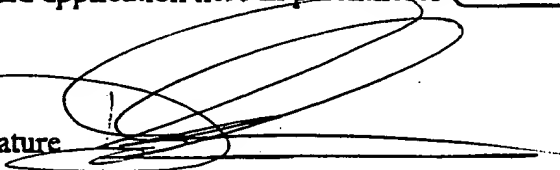
ASSIGNMENT

Pursuant to an agreement with my employer, I formally assign to MORTGAGERAMP.COM, the entire right, title and interest, in all countries, in the improvements set forth in the United States patent application GP-301003 entitled

COMMERCIAL MORTGAGE CLOSING PROCESS

for which I executed a declaration dated as indicated below. If the patent application has been filed, I authorize attorney CHRISTOPHER DEVRIES to insert the application number and filing date of said application here in parentheses (_____ filed _____) when known.

Inventor's signature



Date 3-19-01

Full name:

DAVID E. CREAMER

Declaration dated :

Residence:

HORSHAM, PA

3-19-01

Inventor's signature



Date 3/13/01

Full name:

MICHAEL H. GRECO

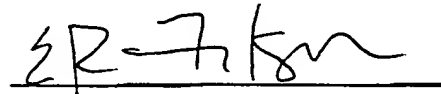
Declaration dated :

Residence:

DAVIDSON, NC

3/13/01

Inventor's signature



Date 3/13/01

Full name:

EDWARD R. FINKENSTAEDT

Declaration dated :

Residence:

WYNNEWOOD, PA

3/13/01

Inventor's signature

Date _____

Full name:

JOHN BEAM

Declaration dated :

Residence:

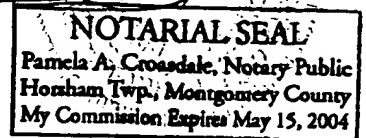
NORCROSS, GA

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On this 19 day of March, 2001, before me personally appeared DAVID E. CREAMER, known to me to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same.

(SEAL)

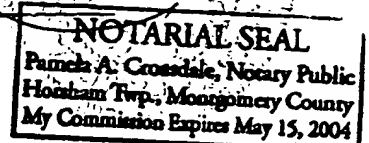
Notary Public
My commission expires:
County of Authorization:



On this 13 day of March, 2001, before me personally appeared MICHAEL H. GRECO, known to me to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same.

(SEAL)

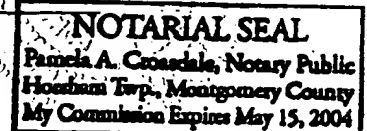
Notary Public
My commission expires:
County of Authorization:



On this 13 day of March, 2001, before me personally appeared EDWARD R. FINKENSTAEDT, known to me to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same.

(SEAL)

Notary Public
My commission expires:
County of Authorization:



On this _____ day of _____, 2001, before me personally appeared JOHN BEAM, known to me to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same.

(SEAL)

Notary Public
My commission expires:
County of Authorization: